

**TELEVISION AGREEMENT AND  
PRODUCTION AGREEMENT**

AGREEMENT MADE this 1 day of Jan, 1992 by National Minority TV, Inc., a California nonprofit corporation (herein "Producer"); and Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, a California nonprofit corporation (herein "Sponsor").

**WITNESSETH:**

1. Undertaking. On the terms and conditions hereinafter set forth, the Producer undertakes to produce and furnish to the Sponsor exclusively, and the Sponsor undertakes to accept from the Producer, a series of brief announcements (herein collectively called the "Announcements", a series of programs sometimes called the "Programs", for broadcasting and cablecasting at such times and on such television and cable television facilities as the Sponsor may decide from time to time. Producer acknowledges that the Programs and the Announcements are "works made for hire" for all purposes under The Copyright Act of 1976, as amended (17 U.S.C. section 101, et. seq.).

2. The Programs. The Programs shall bear the title "Joy In The Morning" or such other titles as the parties may hereinafter agree upon.

(a) Format. The format of the Programs shall be documentary and public affairs in style with various segments, including panel discussions and such additional interviews as the

Producer and Sponsor may agree upon from time to time.

(b) Length and Number. The duration of each Program shall be determined by the parties.

(c) Location. The Programs shall be produced at the Producer's Portland, Oregon studio and shall be broadcast from the Tustin studio facilities of the Sponsor, or such other location that the Sponsor designates.

(d) Standards. The Programs and Announcements shall comply with all applicable laws, the prevailing standards of public decency, and the policies of the Sponsor. They shall not contain any matter that may or will subject the Sponsor to public ridicule or censure.

(e) Quality. The Programs and Announcements shall be of high quality in all respects. The Sponsor shall be entitled to approve the person or persons providing the Announcements, as well as the person or persons producing the Program and the person or persons participating in the program.

(f) Tape. The Programs shall be taped in color on a one-inch or three-quarter inch master. The Sponsor shall bear all the costs with respect thereto.

(g) Performer. James McClellan shall play the primary role in the Programs and shall perform the Announcements. The Producer represents that it has heretofore entered an agreement for Mr. McClellan's services during the term of this Agreement in order to perform hereunder. In the case of illness, incapacity, physical disfigurement or death of Mr. McClellan, the Sponsor and Producer

shall select a substitute or successor acceptable to both. If the Producer and the Sponsor fail to agree on a substitute or successor within thirty (30) days, the Sponsor shall have the right to terminate this Agreement forthwith.

3. Telecast and Cablecast. The Programs and Announcements shall be broadcast from the Tustin, California studios of the Sponsor over the facilities of Channel 40, KTCN-TV, Santa Ana, California, which shall include all of the Sponsor's affiliated broadcast facilities or those receiving Sponsor's program service by satellite from Sponsor's satellite transponder(s). The telecasts and cablecasts shall take place at such times and schedules as Sponsor may determine.

4. Scripts. The Producer shall consult with the Sponsor on the subject and content of the Announcements and the Programs.

5. Sponsorship. The Programs and Announcements will be under the sole sponsorship, for any and all purposes, of the Sponsor.

6. Term. This Agreement shall go into effect as of the date of the last signature hereto, and shall continue in force for a period of two years.

7. Producer's Compensation. In consideration of the due performance by the Producer of its obligations hereunder, and of the rights herein granted by it to the Sponsor, and in full and final payment for the Programs and Announcements to be furnished by the Producer, the Sponsor shall pay to the Producer, and the Producer shall accept the compensation described on Exhibit "A"

to the Agreement for the Announcements. The Producer further agrees to accept the compensation provided for in the Producer's rate card for the Programs to be furnished by the Producer. A copy of the Producer's current rate card is attached hereto as Exhibit "One." That portion of Exhibit "A" to the Agreement that concerns Programs is hereby canceled and declared to be of no force and effect whatsoever. In the event the Producer is in debt to the Sponsor pursuant to the terms of one or more promissory notes, or pursuant to an open book account, the Sponsor shall be entitled to compensate the Producer by reducing the Producer's debt to the Sponsor under one or more of said promissory notes or said open book account. The Producer shall be entitled to specify which obligation such debt reduction shall apply to. The aforesaid application of the Producer's compensation shall not modify or otherwise alter the Producer's obligations under the terms of such promissory note or account, except to the extent that the Producer's debt is reduced by such application. The Sponsor shall provide the Producer with an accounting of such debt reduction upon request by the Producer at least once annually, with or without a request by the Producer. The Producer shall be reimbursed for any travel, lodging or other expenses incurred by the Producer, which are approved in advance by the Sponsor and which are incurred pursuant to the terms of the Agreement.

8. Master Tape. Sponsor shall make or produce and distribute as many copies of Master Tape of the Program and Announcements as it may decide.

9. Names and Likenesses. In perpetuity the Sponsor shall have the right to use and license others to use, at no additional cost, the title of the Programs, the name and likeness of James McClellan in connection with the Programs and Announcements, and the names and likenesses of any other featured performers appearing on the Programs, for the purpose of advertising and publicizing the same and the Sponsor's products, programs, ministries, activities or outreaches.

10. Morals. If any person associated with the Programs or Announcements commits any act or becomes involved in any occurrence that in the Sponsor's reasonable opinion tends to bring him or her into public disrepute or to offend the community of any group thereof, or reflects adversely on the Programs or the reputation of the Sponsor, the Producer shall, at the Sponsor's request, forthwith dispense with the services of such person and provide a substitute acceptable to the Sponsor.

11. Title and Ownership. The following provisions shall apply:

(a) All the right, title and interest in and to the Programs and the Announcements, the title of the Programs, and all related intellectual property rights, including, but not limited to, copyrights, shall pass, and are hereby assigned and transferred, to Sponsor. (It is the intent of this provision to act as an assignment of all rights in the Programs and Announcements including, but not limited to, copyrights if it is determined at any time that Producer retained any such rights in the Programs and

Announcements, even though the parties have acknowledged that the Programs and Announcements are to be considered "works made for hire" for all purposes under The Copyright Act of 1976, as amended).

(b) Upon the expiration or sooner termination of this Agreement, the Sponsor shall be free to sell, license or otherwise dispose of the Programs and Announcements, the titles of thereto, and all related intellectual property rights, including, but not limited to, copyrights.

(c) The Producer shall have the right to retain for its files and for reference purposes only one three-quarter inch highest quality exhibition tape of each Program. All other tape material pertaining to the Programs and Announcements shall be delivered to the Sponsor within seven (7) days after the last payment provided for in paragraph 7.

12. Equitable Relief. The Producer acknowledges that the Programs and Announcements it is to furnish hereunder will be unique and of extraordinary value, and that a breach of this Agreement by the Producer would cause the Sponsor irreparable damage. Accordingly, in the event of any such breach or threatened breach, the Sponsor shall, in addition to its remedies at law, have the right to injunctive or other equitable relief to prevent the Producer's violation of this Agreement.

13. Producer's Default. If the Producer at any time defaults in the due performance of its obligations hereunder or breaches any substantial provision hereof, the Sponsor shall have the right to

cancel this Agreement upon twenty (20) days notice to the Producer; and in such event the Agreement shall terminate upon the expiration of the notice period, unless the Producer remedies its default or breach within that period.

14. No Obligation to Broadcast, Telecast or Cablecast. The Sponsor shall be under no obligation to broadcast, telecast or cablecast any Program or Programs, or any Announcement or Announcements, it shall fully discharge its obligations hereunder by making payment as herein provided.

15. Assignment. Neither the Producer nor the Sponsor shall assign this Agreement without the other's prior written consent.

16. Waiver. The failure of a party to exercise the rights granted to it upon the occurrence of any default or breach on the part of the other or others shall not constitute a waiver of any such rights upon a recurrence of the default or breach.

17. Modification. This Agreement shall not be modified except by an instrument in writing signed by the parties hereto.

18. Construction. This Agreement has been made with reference to, and shall be construed in accordance with, the laws of the State of California.

19. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes any and all prior agreements relating to the Programs.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

TRINITY CHRISTIAN CENTER  
of SANTA ANA, INC.

NATIONAL MINORITY TV, INC.

BY Terrence Hicksey

BY Jane Duff

ACKNOWLEDGEMENT

In order to induce the Sponsor to enter into the foregoing Agreement, and in consideration thereof, I represent that I have read the Agreement and I undertake to comply with all the provisions thereof insofar as they relate to the rendition of my services. I further agree that all Programs and Announcements that I produce or participate in shall be "works for hire" and we are hereby assigned to Trinity Christian Center of Santa Ana, Inc.

James McClellan  
James McClellan





**GLENDALÉ BROADCASTING COMPANY**

**EXHIBIT NO. 194**

**MM DOCKET NO. 93-75**

1

AFFILIATION AGREEMENT

AGREEMENT by and between Trinity Broadcasting Network, Inc., (TBN), Santa Ana, California, P.O. Box A, Santa Ana, California, 92711, and KTM-TV, a non-profit Co corporation (Broadcaster), licensee of full power television broadcast station KTDZ, Portland, OR, on Channel 24, hereby mutually covenant and agree, as of this 4 day of December, 1989, as follows:

WITNESSETH:

WHEREAS, TBN believes its programming to be of special significance to certain segments of society; and

WHEREAS, TBN places great value in the distribution and dissemination of its specialty religious programming; and

WHEREAS, TBN wishes to foster the development of religious broadcasting by allowing new broadcasters to broadcast its programming; and

WHEREAS, Broadcaster recognizes the programming excellence of TBN, and the technical and financial benefits extended to it through an affiliation with TBN;

NOW THEREFORE, the parties, in consideration of the terms and conditions contained herein, mutually agree to be bound by this agreement in its entirety as follows:

1. DEFINITIONS

A. FCC and the Commission are both understood to mean the Federal Communications Commission.

B. Television Station or broadcaster is understood to mean a television broadcast station authorized by the FCC under Part 73 of the Commission's Rules and Regulations and the licensee thereof.

C. FCC authorizations are understood to mean constuction permits and/or licenses to broadcast issued by the Federal Communications Commission.

D. Airtime is understood to mean the period of time during which a television broadcast signal is being transmitted.

E. Community of license is understood to mean the community for which the Broadcaster has been licensed to broadcast.

F. CATV System is understood to mean a community antenna television system authorized by Part 76 of the Commission's Rules and Regulations.

G. Regularly scheduled programs are programs which have been aired at the same time, with the same title and duration for a period of four (4) months.

H. Optional programs (or programming) are programs which do not appear in the attached current TBN program schedule (Exhibit A), or subsequent updated TBN program schedules.

I. Prime time is understood to be five (5) o'clock P.M. to eleven (11) o'clock P.M., Pacific Standard Time.

2. Programming.

Broadcaster shall have such rights to broadcast TBN's programming as follows:

(a) TBN shall offer to Broadcaster, for broadcast by its television station, the full schedule of TBN programming, which shall not be less than twelve (12) hours per day. However, TBN shall not be obligated to offer Broadcaster such programs as TBN, in its sole discretion, elects ot to have broadcast in a particular community or communities.

(b) Broadcaster shall pay Trinity Broadcasting Network as follows:

Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similiar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 6 (a), the sum of twenty percent (20%) of zip code revenue received per month.

(c) From time-to-time, TBN may make optional programming available to Broadcaster. Broadcaster may accept and broadcast such optional programming by notifying TBN. Such acceptance notification by Broadcaster must be within three (3) days (exclusive of Saturdays, Sundays, and holidays designated as such by the United States Congress) after TBN makes the offer of such optional programming. In the event Broadcaster does not accept the optional programming offered by TBN, TBN shall be free to make such programming available to any other broadcaster or CATV system serving Broadcaster's community of license.

### 3. Delivery.

(a) Broadcaster agrees to construct a domestic satellite earth station suitable for receiving program material distributed by TBN. TBN will deliver its programming to Broadcaster via satellite, program

transmission lines or radio relay lines (hereinafter collectively referred to as "via satellite").

(b) If, for any reason, the transmission of any program via satellite is not feasible, or is determined by TBN to be impractical or undesirable, such program may be delivered to Broadcaster, at TBN's expense, in the form of tape or other recorded version.

(c) In cases where programs are not transmitted to Broadcaster via satellite, TBN may deliver to Broadcaster, transportation charges prepaid, a video tape or other recorded version of the program sufficiently in advance to enable broadcast of the program at the scheduled time. Unless TBN directs otherwise, each such recorded version, and the reels and containers furnished therewith, shall be returned to TBN in as good condition as when received (reasonable wear and tear expected) immediately after the single television broadcast of the program.

4. Program Rights and Recording.

All right and title in and to all programming, including without limitation, all copyrights, titles, names, stories, plots, incidents, ideas, formulas, formats, general content of the program, and other literary, artistic and musical or other creative material, other than that in the public domain, shall remain vested in TBN. Broadcaster agrees not to authorize, cause or permit TBN programming to be used for any purpose other than broadcast or promotion by Broadcaster. Broadcaster shall not allow any recordings or tape delayed transmission by any other person for any purpose whatsoever.

5. Broadcaster's Right to Substitute.

Nothing contained herein shall prevent or hinder Broadcaster from

rejecting or refusing to broadcast any program which Broadcaster reasonably believes is necessary in order to comply with the FCC's Rules and Regulations, or from substituting for any program, regardless of content, a program of outstanding local or national importance.

6. Payment.

Broadcaster shall pay Trinity Broadcasting Network as follows:

(a) Broadcaster shall pay Trinity Broadcasting Network for the carriage of the "PRAISE THE LORD" program aired by broadcasters during prime-time, or for such a program of similiar format and length, which Trinity Broadcasting Network shall designate pursuant to subparagraphs 2 (b), the sume of twenty percent (20%) of zip code revenue received per month.

(b) Broadcaster shall carry a minimum of nine (9) other hours of TBN programming at whatever time Broadcaster shall decide. Consideration for the broadcast of such programming by Broadcaster is included in the package sum paid by Broadcaster to TBN in accordance with paragraph 6 (a) above.

(c) Broadcaster is free to carry any other TBN programming provided via satellite not specified in paragraph 7(a) and 7(b) below without charge.

7. Broadcaster Covenants.

Programming accepted by Broadcaster shall be subject to the following conditions:

(a) Broadcaster shall not, without prior written permission of TBN, make any deletions from or additions to the "PRAISE THE LORD" program, or such similar program as is designated pursuant to subparagraph 2(b)

above, or insert any commercial or other announcements therein.

(b) Broadcaster shall not, without TBN's prior written authorization, sell unsponsored TBN programs for commercial sponsorship.

(c) Broadcaster shall not delete the TBN identification, or the program promotional or production credit announcements from any "PRAISE THE LORD" program, or other similar program designated pursuant to subparagraph 2(b) above, except that Broadcaster may omit announcements pertaining to a program that Broadcaster is not going to broadcast. For any such deleted material, Broadcaster may substitute only promotional announcements pertaining to other TBN programs, or public service announcements of Broadcaster.

(d) For TBN programming other than that referred to in subparagraph 7(c) above, Broadcaster shall not delete the TBN identification, nor shall it insert during any TBN programming, any announcements or advertisements which shall be inconsistent with TBN's fundamental Christian morals and standards which include, but are not limited to any and all "R" or "X" rated movie advertising; advertising for contraceptives, alcoholic beverages; or feminine hygiene products of a personal nature, or abortion clinics; any advertising containing desirable connotations in reference to the occult, witchcraft, astrology, horoscopes, magic (such as mystic science), gambling, tobacco products, controlled substances or sexual promiscuity. If Broadcaster inserts any announcements which TBN deems inconsistent with the standards set forth above, the same shall be considered a breach of the Agreement and TBN shall have the right to immediately terminate the Agreement.



8. Delayed Broadcasts.

If TBN offers a program that Broadcaster is unable to broadcast at the time of the proposed transmission, and if TBN and Broadcaster shall agree on a delayed broadcast of it from video tape or other recorded version, the following provisions shall apply:

(a) each party shall be compensated for the delayed program as though it has been carried directly;

(b) at the time of each delayed broadcast, Broadcaster shall announce that the program is a tape or other recorded version of a program that was presented earlier.

(c) Broadcaster shall use each such tape or other recorded version only for the purpose herein contemplated, broadcasting it only at the time agreed upon and comply with TBN's instructions concerning its disposal.

(d) TBN reserves the right to discontinue, upon 24 hours notice, any arrangements with respect to any delayed broadcasts of TBN programs.

9. Performing Rights Licenses.

TBN shall maintain such licenses, including performing rights licenses, as now are or hereafter may be in general use by television broadcasting stations and as may be necessary to enable broadcast of TBN's programs. TBN shall endeavor to enter into appropriate arrangements to clear at the source all music in the repertory of American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc., (BMI), and of SESAC, Inc., used in TBN programming, thereby licensing the broadcast of music in such programs over Broadcaster's station.

10. Indemnification.

TBN will indemnify and hold Broadcaster harmless from and against any and all claim, damage, liability, cost, or expense (including legal fees, provided TBN has the option of either providing necessary legal services or agreeing with Broadcaster in the selection of such legal representation) reasonably incurred and arising from the broadcast of any material supplied by TBN. Broadcaster will likewise indemnify and hold harmless TBN from and against any claim, damage, liability, cost or expense (including legal fees) reasonably incurred, arising from the broadcast of any material other than that supplied by TBN.

11. Warranties.

TBN and Broadcaster each represent and warrant to the other that each has the necessary power and authority to enter into this Agreement and fully perform its obligations hereunder.

12. Force Majeure.

TBN shall not be liable to Broadcaster for failure to deliver any program by reason of an act of God, labor disputes, breakdown of facilities, fire, flood, legal enactment, governmental order or regulation, or any other cause beyond its control. Broadcaster in turn, shall not be liable to TBN for failure by reason of any of the aforesaid contingencies to broadcast any TBN program Broadcaster has previously accepted or is obligated to accept and broadcast. Broadcaster shall not have the right to payment for any program not broadcast by reason of the aforesaid contingencies.

9

13. Cancellation.

This Agreement may be cancelled upon the following terms:

(a) If the transmitter location, power or frequency of the station is changed at any time so as to effect adversely the area or population coverage of Broadcaster's station, TBN may terminate this Agreement upon 60 days written notice to Broadcaster.

(b) If Broadcaster airs programs or announcements immediately prior to or following the broadcast of TBN programming which are inconsistent with the fundamental Christian moral standards set out in paragraphs 9(d) above, this Agreement may be cancelled immediately by TBN by providing written notice of cancellation to the Broadcaster.

(c) Either party may cancel this Agreement at any time by providing 120 days written notice.

(d) Upon serving written notice of the execution of an agreement contemplating the transfer or assignment of the Broadcaster's authority to operate its station, such as would require the filing of an FCC form 314 or 315, or successor forms of similar import, TBN may terminate this Agreement upon 30 days written notice.

14. Duration.

This Agreement shall become effective at three (3) o'clock p.m., Pacific Standard Time on the 4 December, 1987. Unless sooner terminated as hereinabove provided, this Agreement shall continue for a period of five (5) years. Thereafter it shall be renewed on the same terms and conditions for successive periods of five years each, unless and until either party notifies the other of its intention not to

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renew. Such notice shall be given at least 120 days prior to the expiration of the then current term.

15. Notices.

Any such notices given or required to be given hereunder shall be in writing, and shall be transmitted by prepaid mail or telegram addressed to TBN at P.O. Box C-11949, Santa Ana, California 92711, and to Broadcaster at 432 Northeast 74th Street, Portland, Oregon 97213, or at such other address as either party may specify by notice similarly sent. Where notice is given by mail or telegram, the date of mailing or the date of delivery to the telegraph office, as the case may be, shall be deemed the date of giving notice.

16. General Provisions.

(a) The waiver by either party of a breach or default by the other shall not be deemed to constitute a waiver of any preceding or subsequent breach or default of the same or any other provision.

(b) This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties.

(c) The parties to this Agreement intend that all disputes and controversies of every kind and nature between the parties hereto arising out of, or in connection with, this Agreement as to existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance or termination thereof, shall be arbitrated in Los Angeles or Orange County, California by a third person acceptable to the parties under the rules then obtaining of the American

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Arbitration Association or the Christian Legal Society's arbitration service. Both parties agree to be bound by the decision of the arbitrator. The cost of such an arbitration shall be borne as the award may direct. The award shall be rendered in such form that judgement shall be entered thereon in the highest court of the forum having jurisdiction thereof.

(d) This Agreement shall be governed by the laws of the state of California.

(e) This constitutes the entire Agreement between the parties, all prior understandings are hereby merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

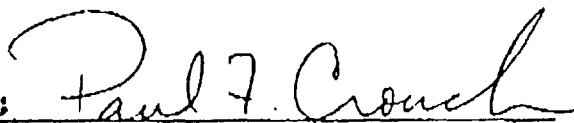
NATIONAL MINORITY  
TELEVISION, INC.

TRINITY BROADCASTING  
NETWORK, INC.

BY:



BY:





**GLENDALÉ BROADCASTING COMPANY**

**EXHIBIT NO. 195**

**MM DOCKET NO. 93-75**

JUGGERT & WAYMAN, APC  
LAW FIRM  
2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CA 92626

Telephone: (714) 546-3600

Telecopier: (714) 546-0264

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Telecopier Transmission

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Date: July 2, 1992

Time: 2:00 P.M.

Total pages, including this cover: 3

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TO: Jane Duff

Company Name: TBN

Telecopier No: (714) 730-3568

Name of Sender: Norman G. Juggert

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.....  
Message: Jane, I am transmitting a draft of a form of generic  
Promissory Note for National Minority. This Note will not apply to  
secured loans.

Let me know if you feel changes should be made.

52002



Federal Communications Commission

Docket 93-75 Sub. C-44 115

Presented by Cohen

Received 12-3-93

Disposition 12-6-93

Replied

Reporter A. W. W.

Date 12.3.93